

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
Division of Judges

COASTAL MARINE SERVICES, INC.

and

Case 21-CA-139031

INTERNATIONAL ASSOCIATION OF HEAT &  
FROST INSULATORS AND ALLIED WORKERS, LOCAL 5

PARTIAL STIPULATION OF FACTS  
WITH EXHIBITS

Before the Honorable Jeffrey Wedekind, Administrative Law Judge

COME NOW Coastal Marine Services, Inc, (Respondent), International Association of Heat & Frost Insulators and Allied Workers, Local 5 (Union), and Counsel for the General Counsel (GC), each a Party and collectively, the Parties, hereby enter into this Partial Stipulation of Facts with Exhibits and jointly petition the Administrative Law Judge (ALJ), in order to effectuate the purposes of the National Labor Relations Act (Act) and to avoid unnecessary costs and delay, to exercise the authority provided by Section 102.35(a)(9) of the National Labor Relations Board's (Board) Rules and Regulations and decide this case partially on this stipulation and attached documents.

1. The Parties agree that the original charge, the first amended charge, the second amended charge, the third amended charge, Complaint and Notice of Hearing, Answer and

Affirmative Defenses to the Complaint, and this Partial Stipulation of Facts, along with the attached exhibits described herein, constitute part of record in this case, and that the balance of the record will be created at the hearing currently scheduled in December 8, 2015.

2. (a) The Union filed the original charge with the Regional Director for Region 21 on October 17, 2014, and a copy was served by regular mail on Respondent on October 20, 2014, receipt of which is acknowledged by Respondent. A copy of the original charge is attached as Exhibit 1.

(b) The Union filed the first amended charge with the Regional Director for Region 21 on November 12, 2014, and a copy was served by regular mail on Respondent on November 13, 2014, receipt of which is acknowledged by Respondent. A copy of the first amended charge is attached as Exhibit 2.

(c) The Union filed the second amended charge with the Regional Director for Region 21 on January 21, 2015, a copy was served by regular mail on Respondent on January 22, 2015, receipt of which is acknowledged by Respondent. A copy of the second amended charge is attached as Exhibit 3.

(d) The Union filed the third amended charge with the Regional Director for Region 21 on April 10, 2015, and a copy was served on Respondent by regular mail on April 13, 2015, receipt of which is acknowledged by Respondent. A copy of the third amended charge is attached as Exhibit 4.

3. On May 28, 2015, the General Counsel of the Board, by the Acting Regional Director for Region 21, acting pursuant to the authority granted in Section 10(b) of the Act, as amended, 29 U.S.C. Sec. 151, et seq., and Section 102.15 of the Board's Rules and Regulations, issued a Complaint and Notice of Hearing against Respondent, a copy of which is attached as Exhibit 5. True copies of the Complaint and Notice of Hearing were duly served by certified mail

upon Respondent and the Union on May 28, 2015, and Respondent acknowledges receipt of the Complaint and Notice of Hearing. An Answer and Affirmative Defenses to the Complaint, a copy of which is attached as Exhibit 6, was duly filed with the Regional Director for Region 21 and served on the Union on June 10, 2015.

4. (a) At all material times, Respondent, a California corporation, with a warehouse facility located in San Diego, California, has been engaged in the nonretail business of performing insulation work on ships.

(b) During the 12-month period ending November 5, 2014, a representative period, Respondent, in conducting its business operations described above in paragraph 4(a), performed services valued in excess of \$50,000 in States other than the State of California.

(c) During the 12-month period ending November 5, 2014, Respondent, in conducting its operations described above in paragraph 4(a), purchased and received at its San Diego, California facility goods valued in excess of \$50,000 directly from points outside the State of California.

(d) At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

5. At all material times, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

6. At all material times, and since at least on or about April 25, 2014, Respondent has maintained as a condition of employment for all of its employees at the San Diego facility an agreement titled "Employee Acknowledgement and Agreement," a copy of which is attached to the Complaint as Appendix A, and which is also attached as Exhibit 7.

7. (a) General Counsel takes the position that at all material times since at least on or about April 25, 2014, employees would reasonably conclude that the provisions of the “Employee Acknowledgement and Agreement” attached as Exhibit 7 and described above in paragraph 6, preclude employees from engaging in conduct protected by Section 7 of the Act.

(b) Respondent takes the position that at all material times since at least on or about April 25, 2014, employees would not reasonably conclude that the provisions of the “Employee Acknowledgment and Agreement” attached as Exhibit 8 and described above at paragraph 6, preclude employees from engaging in conduct protected by Section 7 of the Act.

8. About April 25, 2014, Respondent, by issuing an Employee Handbook (Handbook), promulgated and since then has maintained the following specific rules:

(a) Recording Devices

“To maintain the security of our premises and systems, and the privacy of our employees and customers, the Company prohibits unauthorized photography, and audio or video recording of its employees, confidential documents, or customers.” A copy of this Rule as it appears at page 31 of the Handbook is attached as Exhibit 8.

(b) Recording Devices

“Employees are strictly prohibited from taking any photographs or videos using any handheld device on Company premises.” A copy of this Rule as it appears at pages 30-31 of the Handbook is attached as Exhibit 9.

(c) Solicitation – Distribution Policy

“E-mail, facsimile machines, and voice mail may not be used to advertise or solicit employees.” A copy of this Rule as it appears at page 48 of the Handbook is attached as Exhibit 10.

(d) Outside Inquiries Concerning Employees

“No information should be given regarding any employee by any other employee or manager to an outside source.” A copy of this Rule as it appears at page 50 of the Handbook is attached as Exhibit 11.

9. This Partial Stipulation of Facts is made without prejudice to any objection that any Party may have as to the materiality or relevance of any facts stated herein.

Respectfully submitted,

DATED: November \_\_, 2015

NATIONAL LABOR RELATIONS BOARD

By: \_\_\_\_\_

Ami Silverman  
Counsel for the General Counsel

DATED: November \_\_, 2015

COASTAL MARINE SERVICES, INC.

By: \_\_\_\_\_

Brent Garrett, Attorney  
Fisher & Phillips LLP

DATED: November \_\_, 2015

INTERNATIONAL ASSOCIATION OF HEAT &  
FROST INSULATORS AND ALLIED WORKERS,  
LOCAL 5

By: \_\_\_\_\_

David Rosenfeld, Attorney  
Weinberg Roger and Rosenfeld

## **LIST OF EXHIBITS**

- Exhibit 1      Charge filed October 17, 2014
- Exhibit 2      First Amended Charge filed November 2, 2014
- Exhibit 3      Second Amended Charge filed January 21, 2015
- Exhibit 4      Third Amended Charge filed April 10, 2015
- Exhibit 5      Complaint and Notice of Hearing issued May 28, 2015 with Appendix A
- Exhibit 6      Answer and Affirmative Defenses to the Complaint filed June 10, 2015
- Exhibit 7      Employee Acknowledgement and Agreement described in Paragraph 6 above from  
Employee Handbook
- Exhibit 8      Rule described in Paragraph 8(a) above from Employee Handbook, page 31
- Exhibit 9      Rule described in Paragraph 8(b) above from Employee Handbook, page 31
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DATED: November \_\_, 2015

NATIONAL LABOR RELATIONS BOARD

By: \_\_\_\_\_

Ami Silverman  
Counsel for the General Counsel

DATED: November 10, 2015

COASTAL MARINE SERVICES, INC.

By: Brent Garrett

Brent Garrett, Attorney  
Fisher & Phillips LLP

DATED: November \_\_, 2015

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